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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE DIVISION

NUMBER 14 B.V.,

Plaintiff,

v.

ANALOG DEVICES, INC.; MAXIM
 INTEGRATED PRODUCTS, INC.,

Defendants.

ANALOG DEVICES, INC.; MAXIM
 INTEGRATED PRODUCTS, INC.,

Counterclaimants,

v.

NUMBER 14 B.V.,

Counter-Defendant.

Case No.: 5:24-cv-02435-EKL

**PLAINTIFF'S RESPONSE TO
 DEFENDANTS AND
 COUNTERCLAIMANTS'
 ADMINISTRATIVE MOTION TO FILE
 UNDER SEAL [ECF NO. 128]**

1 Plaintiff and Counter-Defendant Number 14 B.V. (“Plaintiff” or “Number 14”) submits this
 2 response to “Defendants and Counterclaimants’ Administrative Motion to File Under Seal,” ECF
 3 No. 128, filed by Defendants Analog Devices, Inc. (“ADI”) and Maxim Integrated Products, Inc.
 4 (“Maxim”) (collectively, “Defendants”) on April 21, 2025.

5 While Number 14 acknowledges the Court’s previous order sealing certain materials related
 6 to Defendants’ initial counterclaims and exhibits thereto (though not everything Defendants
 7 requested, see ECF No. 86), the latest motion to seal raises contradictions and shows that
 8 Defendants’ conclusory fears of harm are overblown and wrong. Further, Defendants’ attempt to
 9 seal the allegations in the noninfringement counterclaim conflicts with the public’s right of access.

10 In the Court’s order granting in part the earlier motion to seal, the Court permitted sealing
 11 of the “detailed product specifications” identified in Annex 1 of the License Agreement (and
 12 referenced in the Answer/Counterclaims). There is no dispute that the specifications of the products
 13 themselves are publicly available. But to justify sealing the chart of specifications in Annex 1 of
 14 the License Agreement, Defendants’ declarant Murgulescu stated that publicly disclosing them
 15 would “grant ADI and Maxim’s competitors access to technical requirements *that give ADI and*
 16 *Maxim their current advantage over competitors*,” such that those competitors could “create a
 17 competitive device without developing the product specifications themselves” if Annex 1 were not
 18 sealed. ECF No. 23-1 ¶ 17 (emphasis added). For the present motion to seal, Mr. Sharma repeats
 19 this assertion and adds that revealing those Annex 1 specifications would “accelerate the
 20 development of competing products, resulting in unfair competition and threaten Defendants
 21 business interests. As such, public disclosure would cause irreversible, competitive harm to
 22 Defendants.” ECF No. 128-3 ¶¶ 9–10.

23 These conclusory statements are belied by Defendants’ allegations that *none* of their
 24 products actually meet those Annex 1 specifications. Defendants allege now that there are “*no*
 25 *products* in any of the five categories in Annex 1 which exhibit ‘improvements of ‘similar’
 26 magnitude as compared to the Annex 1 specifications listing.’” Amended Counterclaims ¶ 80
 27 (emphasis added); *id.* ¶ 48 (“In Summary, as demonstrated in Exhibit 4, the Stand-Alone Amplifier
 28 products *do not meet* the required specifications outlined in Annex 1 of the License Agreement and

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1 therefore *do not qualify* as Royalty bearing.” (emphasis added)). This alleged failure of the
 2 products—which Defendants manufacture and sell—to meet the Annex 1 specifications is the basis
 3 for multiple of Defendants’ counterclaims that no royalties are owed. *E.g., id.* ¶ 57 (alleging that
 4 Inventors acted in “bad faith” because they allegedly knew they products did not meet the
 5 specification).

6 The allegations of the Counterclaims contradict the statements of Defendants’ declarations.
 7 The specifications in Annex 1 **cannot** give Defendants any “current advantage over competitors” if
 8 the products they make and sell *do not actually meet* those specifications, as Defendants claim.

9 Equally important, it is undisputed that “the specifications of the products are publicly
 10 available.” ECF No. 128-1 ¶ 9. And, as explained by Mr. Eschauzier, the actual product
 11 specifications that are public are much more detailed than the parameters in Annex 1. ECF No. 33-
 12 1 ¶¶ 5–8 (noting all products have publicly available data sheets with “detailed technical
 13 specifications” allowing competitors to “view the *actual* technical specifications”). As one
 14 example, Exhibit A to this response is a copy of the “MAX40108” data sheet (as produced by
 15 Defendants) Mr. Eschauzier discussed and provided a URL link to in his declaration. The *thirteen-*
 16 *page* data sheet not only contains all the parameters cites in Annex 1, *see also* ECF No. 33-1 ¶¶ 5–
 17 8, but it plainly discloses—to the public, including competitors—much *more* detailed technical
 18 information than anything Defendants seek to seal by this motion. *See generally* Exhibit A.

19 How would Defendants be harmed by a competitor—who can already view the actual,
 20 detailed specifications of the products in the market—seeing the more general target specifications
 21 in Annex 1 (written almost 20 years ago), whether or not the products meet those parameters?
 22 Defendants’ declarations do not and cannot explain how revealing specifications the Defendants’
 23 products allegedly do not meet would enable competitors to “accelerate the development” of their
 24 products (ECF No. 128 at 5: 17–21). The Annex 1 specifications wouldn’t “accelerate” competitive
 25 development beyond what they already have access to, particularly if, as Defendants allege, their
 26 products do not meet those specifications. Defendants’ contradictory allegations reveal the hollow
 27 basis for the previous sealing of Annex 1, and they cannot simply rest on that prior determination.
 28 Annex 1, and materials referencing it, should not be sealed.

1 The other exhibits also do not warrant sealing. As noted by Mr. Isaacson, **Exhibit 2** simply
 2 contains “background information” about the technology that explains what the parameter types
 3 are. ECF No. 128-1 at 5:4–13. Defendants do not contend the explanations themselves are
 4 confidential—Exhibit 2 consists of entirely non-confidential explanations of general principles
 5 about the technology—but they contend disclosing them would “undermine” the Court’s prior
 6 sealing order by “effectively reveal[ing] the parameters [of Annex 1] to the public.” *Id.* As
 7 discussed above, there is no basis to keep Annex 1 under seal. But even if the *values* shown in
 8 Annex 1 are kept under seal, the prior declaration by Mr. Eschauzier showed these parameter *types*
 9 are known, publicly disclosed attributes of the products. ECF No. 33-1 ¶¶ 6–8 (citing Analog
 10 website); Exhibit A (the referenced MAX40108 data sheet). All Exhibit 2 adds are non-confidential
 11 explanations of what those parameters mean.

12 Exhibits 3 and 4 then add publicly known values for certain products and compare them to
 13 the Annex 1 values. For example, consider the values of each of the parameters disclosed in the
 14 public data sheet for the MAX40108 product, as described in Mr. Eschauzier’s declaration and
 15 shown in Exhibit A. ECF No. 33-1 ¶ 6. Now compare those public values to the ones Defendants
 16 seek to seal in the second column (labeled “MAX40108”) of the table in Exhibit 4 to the
 17 Counterclaims, ECF No. 128-2 at 78. *They’re the same parameters* and (with one exception) *the*
 18 *same values*. And the values shown for the other products in both Exhibit 4 and the “baseline”
 19 products shown in Exhibit 3 similarly come from *public data sheets*. Defendants are asking this
 20 Court to seal public information. That is flat wrong. And the only remaining content of those
 21 exhibits is the values of Annex 1 that Defendants are comparing their public specifications to,
 22 which also do not qualify for sealing for the reasons explained above. Accordingly, none of
 23 Exhibits 2–4, and none of the portions of the Counterclaims referencing them (e.g., the
 24 highlighted/temporarily redacted portions of pages 25–27) should be sealed.

25 Another type of contradiction is that Defendants themselves have revealed information the
 26 Court previously permitted to be sealed. In the Court’s prior sealing order, it allowed Section 3.1 of
 27 the License Agreement and portions of the allegations quoting it to be sealed—including the
 28 specific gross margin threshold to calculate the royalty. See ECF No. 86 at 3:1–2. But when

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Defendants filed their redactions in January, they left those portions in public view. See ECF No. 90 at 24:12–16. Similarly, the Amended Counterclaim publicly discloses the same portions of the contract. ECF No. 127 at 31:14–19.¹ The royalty calculation method disclosed by Defendants lies at the core of the dispute. While the declarants have stated the “details about royalty payments and calculations” are “competitively sensitive” (ECF No. 128 at 5:3–5; *see also* ECF No. 23-1 ¶¶ 10, 12–16; ECF No. 128-1 ¶ 5; ECF No. 128-3 ¶ 4), that horse is already out of the barn, at least as it relates to the royalty calculation. The Court should not require sealing the same matter in one part of the Counterclaim (or the License) that Defendants have disclosed elsewhere.

Finally, Defendants should not be permitted to seal their noninfringement allegations at pages 28–29 and 51–53. First, Defendants have invoked this Court’s declaratory judgment jurisdiction and asked it to declare *some*, but not all, of the claims of the four patents at issue not infringed. The public right of access applies to these allegedly confidential allegations because they literally recite what Defendants are asking the Court to do. Second, the highlighted allegations themselves do little more than identify claim numbers and claim language. To illustrate (without using any of Defendants’ allegedly confidential allegations), imagine a patent with Claim 1 to “an amplifier comprising a *widget* and a *gizmo*.” An allegation that “none of Counterclaimants’ products infringe claim 1 because *they do not contain a gizmo*” does not reveal anything about how the products are designed, or even *why* the product lacks that limitation. Rather, the allegations merely recite the claim number and the missing claim element. That is the situation with the actual allegations at issue here.

Third, there is no advantage to be gained by Defendants’ competitors because the patents at issue give the patent owner (Number 14) and its exclusive licensee (Maxim and/or Analog) the right to *exclude others* from practicing the claimed inventions. Mr. Sharma declares, in conclusory fashion, that the “explanations of how these specific products *do not practice the respective patents*” is confidential and valuable information to Defendants, and would be to competitors if made public, because they could “replicate the reasoning ... to develop design-arounds”—i.e.,

¹ The administrative motion does not seek to seal this paragraph, either.

1 products that do not infringe. *See* ECF No. 128-3 ¶¶ 11–14. But Defendants’ competitors *already*
 2 must develop design arounds, otherwise they would be infringers. And the “explanations” are
 3 merely an identification of claim elements that Defendants allege are *not present in* the products.
 4 *See, e.g.*, ECF No. 128-2 page 51 (identifying claim numbers and claim limitations that are
 5 allegedly absent from one example of the “some or all” products that do not infringe).² The patent
 6 claims are public *because* patent owners want to prevent competitors from practicing their claims.
 7 Unsealing these allegations would not “enable ... competitors to exploit” that information because
 8 the claims block those competitors from practicing the inventions and/or they have already
 9 developed “design-arounds” to avoid doing so.

10 Defendants’ administrative motion to seal reveals their continued (and conclusory)
 11 hyperbole about the risks of disclosure of information. The contradictions between their allegations
 12 and the claimed harm that would result if competitors were to know specifications that Defendants
 13 contend their products don’t meet and that those competitors can already see for themselves, the
 14 lack of harm from disclosing claim limitations that are public and that competitors already cannot
 15 practice and allegedly do not cover the products at issue, and Defendants’ own public disclosure of
 16 information they previously contended was sensitive all show that Defendants have not established
 17 the “compelling reasons” needed to seal these materials and overcome the presumption of public
 18 access.

19 Dated: April 25, 2025

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 24
 25 ² Another example of the generality (and thus lack of confidentiality) of these allegations is their
 26 vague allegation that “some or all” products do not infringe; they identify only three “example”
 27 products as missing specific claim elements. *See* Counterclaim (ECF 128-2 at 51–53) ¶¶ 157–58,
 28 165–66, 168–69.